

**IT Professional Technical Services
Master Contract Program
T#:_____902TS__**

**Statement of Work (SOW)
For Technology Services
Issued By**

Minnesota Department of _____Judicial Branch_____

Project Title _Service Desk Staff Augmentation #1_____

Service Category(ies) _Desktop-Support__

Business Need

The Minnesota Supreme Court Information and Technology Division is seeking a Service Desk Specialist responsible for responding to user calls and facilitating problem resolution pertaining to applications and hardware products. Position also is responsible for communicating with users regarding problem resolution timeframes and issue status. Additionally, the position is responsible for maintaining documentation related to resolution procedures and fixes.

Project Deliverables

- Troubleshoot, diagnose and respond to user questions/problems within the Minnesota Judicial Center, off-site Judicial Districts, and external court customers.
- Supports users with questions or problems regarding standard and non-standard applications.
- Monitors outstanding calls to the Service Desk and ensures proper coordination, follow up, and resolution on a timely basis.

Project Milestones and Schedule

- 6-9 month contract position
- This is staff augmentation

Project Environment (State Resources)

Staff Augmentation - They will work as a member of the Service Desk Team.

Agency Project Requirements

KNOWLEDGE, SKILLS AND ABILITIES:

- Must be customer-service oriented with proven customer service skills
- Excellent written, communication and organizational skills.
- Must be a self-starter, with the ability to follow established procedures.
- Ability to communicate effectively with a variety of different audiences, i.e. colleagues, users, vendors, of varying technical backgrounds and abilities.
- Strong skills with basic PC troubleshooting and supporting MS Office products, Outlook, Windows XP/7, etc.

- Ability to create, track, and update requests in a call center or service desk environment.
- Excellent communication and interpersonal skills.
- Ability to work on multiple tasks simultaneously.
- Strong analytical and problem solving ability.
- Ability to become familiar with new software packages and transfer that knowledge to others.
- Basic knowledge of court practices, procedures, terminology and applications.

Responsibilities Expected of the Selected Vendor

- Individual will report to Service Desk Supervisor
- Works Hours M-F (40 hours/week)

Required Skills (These are to be scored as pass/fail requirements)

- Technical training and/or certification in information technologies.
- Previous help desk or call center experience.
- 2-years customer service experience in an IT environment.
- Experience in the Magic/Service Desk Express Service Desk software, highly desirable.

Desired Skills

Process Schedule

- | | |
|--|---------------------|
| • Deadline for Questions | 10/12/2010, Noon CT |
| • Posted Response to Questions | 10/14/2010, 9am CT |
| • Proposals due | 10/15/2010, Noon CT |
| • Anticipated proposal evaluation begins | 10/15/2010, Noon CT |
| • Anticipated proposal evaluation & decision | 10/20.2010, Noon CT |

Questions

- Any questions regarding this Statement of Work should be submitted via mail or e-mail 10/12/2010, Noon CT to:

:

Name: Kimberly Vander Hoeven

Department: MN Judicial Branch; Information Technology Division

Email Address: kim.vanderhoeven@courts.state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website by 10/14/2010, Noon CT (www.oet.state.mn.us).

SOW Evaluation Process

- Describe categories and scoring methodology/criteria
 - Experience (30__%)
 - Desired skills (35__%)
 - Cost (_35_%)

Response Requirements

Clearly define what should be included in the proposal and how it should be organized. Vendor must have been previously qualified for the qualified resource type.

- Introduction
- Company overview
 - a) Company history, growth
 - b) Current financial data if publicly available
- Project Overview
- Detailed response to “Business/Project Requirements”
 - a) Description of the vendor’s understanding of the need and explanation of their proposed solution.
 - b) Explain how the project will meet the requirements. Need to layout clearly what they should respond to from this section and how.
 - c) For each “response,” vendor would need to explain if their solution already includes the business/project requirements or would the solution have to be modified. Might ask for description of each modification or conversion.
 - d) Include description of software/hardware configuration.
- Detailed response to “Project Approach”
 - a) Explain how the vendor will approach their participation in the project. This includes:
 - 1) Organization and staffing (including staff qualifications, resumes, etc.)
 - 2) Work-plan with life-cycle cost breakdown here
 - 3) Contract/change management procedures
 - 4) Project management (e.g. quality management, risk assessment/management, etc.)
 - 5) Documentation of progress such as status reports
- Detailed response to staff augmentation
 - 1) Resume
 - 2) Cost
- References: Provide three clients using the solution
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
 - a) Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c) Immigration Status Certification (if over \$50,000)
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
 - d) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
 - e) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
 - f) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Proposal Submission Instructions

- Response Information:
 - a) To whom to address the response = Kimberly Vander Hoeven
 - b) Where to respond (Kim.vanderhoeven@courts.state.mn.us
 - c) How to label the response (e.g. Attention: Service Desk Selection Committee)
- How to submit (e.g. registered mail, in person, email, etc.) Email
- Number of copies 1
- Key dates:

- a) Response due date 10/15/2010, Noon CT
- b) Vendors must submit candidate resumes directly to ___ Kim Vander Hoeven _____
(name) by ___ Noon _____ (time) a.m. / p.m. on or before ___ October 15 _____
(date). This may be done via an attachment to e-mail, to Kim.vanderhoeven@courts.state.mn.us
(agency) by the required time and due date.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

[Required clause for all contracts that will NOT be funded either in whole or in part by federal money and that are subject to federal disadvantaged business enterprise regulations.]

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a, eligible certified veteran-owned businesses, with their principal place of business in Minnesota and Center for Veteran Enterprises verified (CVE Verified) by United State Department of Veterans Affairs, will receive up to a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a).

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs (in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74) prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete and **sign** the **Veteran-Owned/Service Disabled Veteran-Owned Preference Form** in this solicitation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

[Optional language when agency determines to preclude foreign outsourcing. NOTE: Must not be used when work order is expected to be in excess of the WTO threshold of \$528,000 or when it is being considered as part of the work order contract award evaluation criteria.]

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.